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Attorneys for Plaintiff KORON LOWE

**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

KORON LEKEITH LOWE,

Plaintiff,

v.

COUNTY OF RIVERSIDE; CITY
OF HEMET; DYLAN DETWILER;
and DOES 1-10, inclusive,

Defendants.

Case No.: 5:24-cv-00169-SSS (SHKx)

[*Honorable Sunshine S. Sykes*]

Hon Mag Judge Shashi H. Kewalramani

**STIPULATED PROTECTIVE
ORDER**

DISCOVERY MATTER

Trial: September 8, 2025

Time: 09:00 a.m.

Ctrm: 2

1 TO THE HONORABLE COURT:

2 By and through their counsel of record in this action, plaintiff KORON
3 LEKEITH LOWE, (hereinafter referred to as “Plaintiff”) and defendants CITY OF
4 HEMET and DYLAN DETWILER (hereinafter referred to collectively as
5 “Defendants”) – the parties – hereby stipulate for the purpose of jointly requesting
6 that the honorable Court enter a protective order re confidential documents in this
7 matter [and pursuant to Fed. R. Civ. P. 5.2, 7, and 26, as well as U.S. Dist. Ct., C.D.
8 Cal., Local Rules 7-1 and 52-4.1; and any applicable Orders of the Court] – as
9 follows:

10 1. A. PURPOSES AND LIMITATIONS

11 Discovery in this action is likely to involve production of confidential,
12 proprietary, or private information for which special protection from public
13 disclosure and from use for any purpose other than prosecuting this litigation may
14 be warranted. Accordingly, the parties hereby stipulate to and petition the Court to
15 enter the following Stipulated Protective Order. The parties acknowledge that this
16 Order does not confer blanket protections on all disclosures or responses to
17 discovery and that the protection it affords from public disclosure and use extends
18 only to the limited information or items that are entitled to confidential treatment
19 under the applicable legal principles. The parties further acknowledge, as set forth
20 in Section 12.3, below, that this Stipulated Protective Order does not entitle them
21 to file confidential information under seal; Civil Local Rule 79-5 sets forth the
22 procedures that must be followed and the standards that will be applied when a party
23 seeks permission from the court to file material under seal.

24 Nothing in this Stipulation or associated Order shall be construed so as to
25 require or mandate that any Party disclose or produce privileged information or
26 records that could be designated as Confidential Documents/Protected Material
27 hereunder.
28

1 B. GOOD CAUSE STATEMENT

2 This action relates to the arrest and use of force against Plaintiff Koron Lowe.
 3 Defendant County of Riverside contends, the relevant material in this case includes,
 4 but is not limited to, body-worn camera footage, police reports, witness statements,
 5 and information about individuals who are not parties to this litigation. Defendant
 6 County submits that good cause exists to enter the proposed protective order to
 7 balance Defendants' concerns that the documents consist of police reports and
 8 private information concerning the parties to this litigation, which is protected by
 9 the official information privilege, law enforcement privilege and the right to
 10 privacy, as protected by the California and United States Constitution, with
 11 Plaintiff's right to discovery in this litigation.

12 Defendant City of Hemet contends that there is good cause and a
 13 particularized need for a protective order to preserve the interests of confidentiality
 14 and privacy in peace officer personnel file records and associated investigative or
 15 confidential records for the following reasons.

16 First, Defendants contend that peace officers have a federal privilege of
 17 privacy in their personnel file records: a reasonable expectation of privacy therein
 18 that is underscored, specified, and arguably heightened by the *Pitchess* protective
 19 procedure of California law. *See Sanchez v. Santa Ana Police Dept.*, 936 F.2d 1027,
 20 1033-1034 (9th Cir. 1990); *Hallon v. City of Stockton*, 2012 U.S. Dist. LEXIS
 21 14665, *2-3, 12-13 (E.D. Cal. 2012) (concluding that "while "[f]ederal law applies
 22 to privilege based discovery disputes involving federal claims," the "state privilege
 23 law which is consistent with its federal equivalent significantly assists in applying
 24 [federal] privilege law to discovery disputes"); *Soto v. City of Concord*, 162 F.R.D.
 25 603, 613 n. 4, 616 (N.D. Cal. 1995) (peace officers have constitutionally-based
 26 "privacy rights [that] are not inconsequential" in their police personnel records); *cf.*
 27 Cal. Penal Code §§ 832.7, 832.8; Cal. Evid. Code §§ 1040-1047. Defendants
 28 further contend that uncontrolled disclosure of such personnel file information can

1 threaten the safety of non-party witnesses, officers, and their
2 families/associates.

3 Second, Defendants contend that municipalities and law enforcement
4 agencies have federal deliberative-executive process privilege, federal official
5 information privilege, federal law enforcement privilege, and federal attorney-client
6 privilege (and/or attorney work product protection) interests in the personnel files
7 of their peace officers – particularly as to those portions of peace officer personnel
8 files that contain critical self-analysis, internal deliberation/decision-making or
9 evaluation/analysis, or communications for the purposes of obtaining or rendering
10 legal advice or analysis – potentially including but not limited to
11 evaluative/analytical portions of Internal Affairs type records or reports,
12 evaluative/analytical portions of supervisory records or reports, and/or reports
13 prepared at the direction of counsel, or for the purpose of obtaining or rendering
14 legal advice. *See Sanchez*, 936 F.2d at 1033-1034; *Maricopa Audubon Soc’y v.*
15 *United States Forest Serv.*, 108 F.3d 1089, 1092-1095 (9th Cir. 1997); *Soto*, 162
16 F.R.D. at 613, 613 n. 4; *Kelly v. City of San Jose*, 114 F.R.D. 654, 668-671 (N.D.
17 Cal. 1987); *Tuite v. Henry*, 181 F.R.D. 175, 176-177 (D. D.C. 1998); *Hamstreet v.*
18 *Duncan*, 2007 U.S. Dist. LEXIS 89702 (D. Or. 2007); *Admiral Ins. Co. v. United*
19 *States Dist. Ct.*, 881 F.2d 1486, 1492, 1495 (9th Cir. 1988). Defendants further
20 contend that such personnel file records are restricted from disclosure by the public
21 entity’s custodian of records pursuant to applicable California law and that
22 **uncontrolled release is likely to result in needless intrusion of officer privacy;**
23 **impairment in the collection of third-party witness information and statements**
24 **and related legitimate law enforcement investigations/interests; and a chilling**
25 **of open and honest discussion regarding and/or investigation into alleged**
26 **misconduct that can erode a public entity’s ability to identify and/or**
27 **implement any remedial measures that may be required.**

28 Third, Defendants contend that, since peace officers do not have the same

1 rights as other private citizens to avoid giving compelled statements, it is contrary
2 to the fundamental principles of fairness to permit uncontrolled release of officers'
3 compelled statements. *See generally Lybarger v. City of Los Angeles*, 40 Cal.3d
4 822, 828-830 (1985); *cf.* U.S. Const., amend V.

5 Accordingly, Defendants contend that, without a protective order preventing
6 such, production of confidential records in the case can and will likely substantially
7 impair and harm defendant public entity's interests in candid self-critical analysis,
8 frank internal deliberations, obtaining candid information from witnesses,
9 preserving the safety of witnesses, preserving the safety of peace officers and peace
10 officers' families and associates, protecting the privacy officers of peace officers,
11 and preventing pending investigations from being detrimentally undermined by
12 publication of private, sensitive, or confidential information – as can and often does
13 result in litigation.

14 Plaintiff contends that there may be documents relevant to this litigation that
15 require protected public disclosure as confidential personally identifiable
16 information, and privileged information including medical records. Plaintiff does
17 not agree with and does not stipulate to Defendants' contentions herein above, and
18 nothing in this Stipulation or its associated Order shall resolve the parties'
19 disagreement, or bind them, concerning the legal statements and claimed privileges
20 set forth above. However, Plaintiff agrees that there is Good Cause for a Protective
21 Order so as to preserve the respective interests of the parties without the need to
22 further burden the Court with such issues at this time.

23 The parties jointly contend that, absent this Stipulated Protective Order, the
24 parties' respective privilege interests may be impaired or harmed, and that a
25 Protective Order may avoid such harm by permitting the parties to facilitate
26 discovery with reduced risk that privileged and/or sensitive/confidential
27 information will become matters of public record.
28

1 The parties jointly contend that there is typically a particularized need for
2 protection as to any medical or psychotherapeutic records and photographs, because
3 of the privacy interests at stake therein. Because of these sensitive interests, a Court
4 Order should address these documents rather than a private agreement between the
5 parties.

6 The parties therefore stipulate that there is Good Cause for, and hereby jointly
7 request that the honorable Court issue/enter, a Protective Order re confidential
8 documents consistent with the terms and provisions of this Stipulation. However,
9 the entry of a Protective Order by the Court pursuant to this Stipulation shall not be
10 construed as any ruling by the Court on the aforementioned legal statements or
11 privilege claims in this section (§ 1), nor shall this section be construed as part of
12 any such Court Order.

13 2. DEFINITIONS

14 2.1. Action: this pending federal law suit

15 2.2. Challenging Party: a Party or Non-Party that challenges the
16 designation of information or items under this Order.

17 2.3. “CONFIDENTIAL” Information or Items: information (regardless of
18 how it is generated, stored or maintained) or tangible things that qualify for
19 protection under Federal Rule of Civil Procedure 26(c), and as specified above in
20 the Good Cause Statement.

21 2.4. Counsel: Outside Counsel of Record and House Counsel (as well as
22 their support staff).

23 2.5. Designating Party: a Party or Non-Party that designates information
24 or items that it produces in disclosures or in responses to discovery as
25 “CONFIDENTIAL.”

26 2.6. Disclosure or Discovery Material: all items or information, regardless
27 of the medium or manner in which it is generated, stored, or maintained (including,
28

1 among other things, testimony, transcripts, and tangible things), that are produced
2 or generated in disclosures or responses to discovery in this matter.

3 2.7. Expert: a person with specialized knowledge or experience in a matter
4 pertinent to the litigation who has been retained by a Party or its counsel to serve as
5 an expert witness or as a consultant in this Action.

6 2.8. House Counsel: attorneys who are employees of a party to this Action.
7 House Counsel does not include Outside Counsel of Record or any other outside
8 counsel.

9 2.9. Non-Party: any natural person, partnership, corporation, association,
10 or other legal entity not named as a Party to this action.

11 2.10. Outside Counsel of Record: attorneys who are not employees of a
12 party to this Action but are retained to represent or advise a party to this Action and
13 have appeared in this Action on behalf of that party or are affiliated with a law firm
14 which has appeared on behalf of that party, and includes support staff.

15 2.11. Party: any party to this Action, including all of its officers, directors,
16 employees, consultants, retained experts, and Outside Counsel of Record (and their
17 support staffs).

18 2.12. Producing Party: a Party or Non-Party that produces Disclosure or
19 Discovery Material in this Action.

20 2.13. Professional Vendors: persons or entities that provide litigation
21 support services (e.g., photocopying, videotaping, translating, preparing exhibits or
22 demonstrations, and organizing, storing, or retrieving data in any form or medium)
23 and their employees and subcontractors.

24 2.14. Protected Material: any Disclosure or Discovery Material that is
25 designated as "CONFIDENTIAL."

26 2.15. Receiving Party: a Party that receives Disclosure or Discovery
27 Material from a Producing Party.
28

1 3. SCOPE

2 The protections conferred by this Stipulation and Order cover not only
3 Protected Material (as defined above), but also (1) any information copied or
4 extracted from Protected Material; (2) all copies, excerpts, summaries, or
5 compilations of Protected Material; and (3) any testimony, conversations, or
6 presentations by Parties or their Counsel that might reveal Protected Material.

7 Any use of Protected Material at trial shall be governed by the orders of the
8 trial judge. This Order does not govern the use of Protected Material at trial.

9 4. DURATION

10 Even after final disposition of this litigation, the confidentiality obligations
11 imposed by this Order shall remain in effect until a Designating Party agrees
12 otherwise in writing or a court order otherwise directs. Final disposition shall be
13 deemed to be the later of (1) dismissal of all claims and defenses in this Action,
14 with or without prejudice; and (2) final judgment herein after the completion and
15 exhaustion of all appeals, rehearings, remands, trials, or reviews of this Action,
16 including the time limits for filing any motions or applications for extension of time
17 pursuant to applicable law.

18 5. DESIGNATING PROTECTED MATERIAL

19 5.1. Exercise of Restraint and Care in Designating Material for Protection.
20 Each Party or Non-Party that designates information or items for protection under
21 this Order must take care to limit any such designation to specific material that
22 qualifies under the appropriate standards. The Designating Party must designate for
23 protection only those parts of material, documents, items, or oral or written
24 communications that qualify so that other portions of the material, documents,
25 items, or communications for which protection is not warranted are not swept
26 unjustifiably within the ambit of this Order.

27 Mass, indiscriminate, or routinized designations are prohibited. Designations
28 that are shown to be clearly unjustified or that have been made for an improper

1 purpose (e.g., to unnecessarily encumber the case development process or to impose
2 unnecessary expenses and burdens on other parties) may expose the Designating
3 Party to sanctions.

4 If it comes to a Designating Party's attention that information or items that it
5 designated for protection do not qualify for protection, that Designating Party must
6 promptly notify all other Parties that it is withdrawing the inapplicable designation.

7 5.2. Manner and Timing of Designations. Except as otherwise provided in
8 this Order (see, e.g., second paragraph of section 5.2(a) below), or as otherwise
9 stipulated or ordered, Disclosure or Discovery Material that qualifies for protection
10 under this Order must be clearly so designated before the material is disclosed or
11 produced.

12 Designation in conformity with this Order requires:

13 (a) for information in documentary form (e.g., paper or electronic
14 documents, but excluding transcripts of depositions or other pretrial or trial
15 proceedings), that the Producing Party affix at a minimum, the legend
16 "CONFIDENTIAL" (hereinafter "CONFIDENTIAL legend"), to each page that
17 contains protected material. If only a portion or portions of the material on a page
18 qualifies for protection, the Producing Party also must clearly identify the protected
19 portion(s) (e.g., by making appropriate markings in the margins).

20 A Party or Non-Party that makes original documents available for inspection
21 need not designate them for protection until after the inspecting Party has indicated
22 which documents it would like copied and produced. During the inspection and
23 before the designation, all of the material made available for inspection shall be
24 deemed "CONFIDENTIAL." After the inspecting Party has identified the
25 documents it wants copied and produced, the Producing Party must determine
26 which documents, or portions thereof, qualify for protection under this Order. Then,
27 before producing the specified documents, the Producing Party must affix the
28 "CONFIDENTIAL legend" to each page that contains Protected Material. If only a

1 portion or portions of the material on a page qualifies for protection, the Producing
2 Party also must clearly identify the protected portion(s) (e.g., by making appropriate
3 markings in the margins).

4 (b) for testimony given in depositions that the Designating Party
5 identify the Disclosure or Discovery Material on the record, before the close of the
6 deposition all protected testimony.

7 (c) for information produced in some form other than documentary
8 and for any other tangible items, that the Producing Party affix in a prominent place
9 on the exterior of the container or containers in which the information is stored the
10 legend "CONFIDENTIAL." If only a portion or portions of the information
11 warrants protection, the Producing Party, to the extent practicable, shall identify the
12 protected portion(s).

13 5.3 Inadvertent Failure to Designate. If timely corrected, an inadvertent
14 failure to designate qualified information or items does not, standing alone, waive
15 the Designating Party's right to secure protection under this Order for such material.
16 Upon timely correction of a designation, the Receiving Party must make reasonable
17 efforts to assure that the material is treated in accordance with the provisions of this
18 Order.

19 6. CHALLENGING CONFIDENTIALITY DESIGNATIONS

20 6.1 Timing of Challenges. Any Party or Non-Party may challenge a
21 designation of confidentiality at any time that is consistent with the Court's
22 Scheduling Order.

23 6.2 Meet and Confer. The Challenging Party shall initiate the dispute
24 resolution process under Local Rule 37.1 et seq.

25 6.3 The burden of persuasion in any such challenge proceeding shall be on
26 the Designating Party. Frivolous challenges, and those made for an improper
27 purpose (e.g., to harass or impose unnecessary expenses and burdens on other
28 parties) may expose the Challenging Party to sanctions. Unless the Designating

1 Party has waived or withdrawn the confidentiality designation, all parties shall
2 continue to afford the material in question the level of protection to which it is
3 entitled under the Producing Party's designation until the Court rules on the
4 challenge.

5 7. ACCESS TO AND USE OF PROTECTED MATERIAL

6 7.1 Basic Principles. A Receiving Party may use Protected Material that is
7 disclosed or produced by another Party or by a Non-Party in connection with this
8 Action only for prosecuting, defending, or attempting to settle this Action. Such
9 Protected Material may be disclosed only to the categories of persons and under the
10 conditions described in this Order. When the Action has been terminated, a
11 Receiving Party must comply with the provisions of section 13 below (FINAL
12 DISPOSITION).

13 Protected Material must be stored and maintained by a Receiving Party at a
14 location and in a secure manner that ensures that access is limited to the persons
15 authorized under this Order.

16 7.2 Disclosure of "CONFIDENTIAL" Information or Items. Unless
17 otherwise ordered by the court or permitted in writing by the Designating Party, a
18 Receiving Party may disclose any information or item designated
19 "CONFIDENTIAL" only to:

20 (a) the Receiving Party's Outside Counsel of Record in this Action,
21 as well as employees of said Outside Counsel of Record to whom it is reasonably
22 necessary to disclose the information for this Action;

23 (b) the officers, directors, and employees (including House
24 Counsel) of the Receiving Party to whom disclosure is reasonably necessary for this
25 Action;

26 (c) Experts (as defined in this Order) of the Receiving Party to
27 whom disclosure is reasonably necessary for this Action and who have signed the
28 "Acknowledgment and Agreement to Be Bound" (Exhibit A);

1 (d) the court and its personnel;
 2 (e) court reporters and their staff;
 3 (f) professional jury or trial consultants, mock jurors, and
 4 Professional Vendors to whom disclosure is reasonably necessary for this Action
 5 and who have signed the “Acknowledgment and Agreement to Be Bound” (Exhibit
 6 A);

7 (g) the author or recipient of a document containing the information
 8 or a custodian or other person who otherwise possessed or knew the information;

9 (h) During their depositions, witnesses ,and attorneys for witnesses,
 10 in the Action to whom disclosure is reasonably necessary provided: (1) the deposing
 11 party requests that the witness sign the form attached as Exhibit 1 hereto; and (2)
 12 they will not be permitted to keep any confidential information unless they sign the
 13 “Acknowledgment and Agreement to Be Bound” (Exhibit A), unless otherwise
 14 agreed by the Designating Party or ordered by the court. Pages of transcribed
 15 deposition testimony or exhibits to depositions that reveal Protected Material may
 16 be separately bound by the court reporter and may not be disclosed to anyone except
 17 as permitted under this Stipulated Protective Order; and

18 (i) any mediator or settlement officer, and their supporting
 19 personnel, mutually agreed upon by any of the parties engaged in settlement
 20 discussions.

21 8. PROTECTED MATERIAL SUBPOENAED OR ORDERED
 22 PRODUCED IN OTHER LITIGATION

23 If a Party is served with a subpoena or a court order issued in other litigation
 24 that compels disclosure of any information or items designated in this Action as
 25 “CONFIDENTIAL,” that Party must:

26 (a) promptly notify in writing the Designating Party. Such notification
 27 shall include a copy of the subpoena or court order;
 28

1 (b) promptly notify in writing the party who caused the subpoena or order
 2 to issue in the other litigation that some or all of the material covered by the
 3 subpoena or order is subject to this Protective Order. Such notification shall include
 4 a copy of this Stipulated Protective Order; and

5 (c) cooperate with respect to all reasonable procedures sought to be
 6 pursued by the Designating Party whose Protected Material may be affected.

7 If the Designating Party timely seeks a protective order, the Party served with
 8 the subpoena or court order shall not produce any information designated in this
 9 action as “CONFIDENTIAL” before a determination by the court from which the
 10 subpoena or order issued, unless the Party has obtained the Designating Party’s
 11 permission. The Designating Party shall bear the burden and expense of seeking
 12 protection in that court of its confidential material and nothing in these provisions
 13 should be construed as authorizing or encouraging a Receiving Party in this Action
 14 to disobey a lawful directive from another court.

15 9. A NON-PARTY’S PROTECTED MATERIAL SOUGHT TO BE
 16 PRODUCED IN THIS LITIGATION

17 (a) The terms of this Order are applicable to information produced by a
 18 Non-Party in this Action and designated as “CONFIDENTIAL.” Such information
 19 produced by Non-Parties in connection with this litigation is protected by the
 20 remedies and relief provided by this Order. Nothing in these provisions should be
 21 construed as prohibiting a Non-Party from seeking additional protections.

22 (b) In the event that a Party is required, by a valid discovery request, to
 23 produce a Non-Party’s confidential information in its possession, and the Party is
 24 subject to an agreement with the Non-Party not to produce the Non-Party’s
 25 confidential information, then the Party shall:

26 (1) promptly notify in writing the Requesting Party and the Non-
 27 Party that some or all of the information requested is subject to a confidentiality
 28 agreement with a Non-Party;

(2) promptly provide the Non-Party with a copy of the Stipulated Protective Order in this Action, the relevant discovery request(s), and a reasonably specific description of the information requested; and

(3) make the information requested available for inspection by the Non-Party, if requested.

(c) If the Non-Party fails to seek a protective order from this court within 14 days of receiving the notice and accompanying information, the Receiving Party may produce the Non-Party's confidential information responsive to the discovery request. If the Non-Party timely seeks a protective order, the Receiving Party shall not produce any information in its possession or control that is subject to the confidentiality agreement with the Non-Party before a determination by the court. Absent a court order to the contrary, the Non-Party shall bear the burden and expense of seeking protection in this court of its Protected Material.

10. UNAUTHORIZED DISCLOSURE OF PROTECTED MATERIAL

If a Receiving Party learns that, by inadvertence or otherwise, it has disclosed Protected Material to any person or in any circumstance not authorized under this Stipulated Protective Order, the Receiving Party must immediately (a) notify in writing the Designating Party of the unauthorized disclosures, (b) use its best efforts to retrieve all unauthorized copies of the Protected Material, (c) inform the person or persons to whom unauthorized disclosures were made of all the terms of this Order, and (d) request such person or persons to execute the "Acknowledgment and Agreement to Be Bound" that is attached hereto as Exhibit A.

11. INADVERTENT PRODUCTION OF PRIVILEGED OR OTHERWISE PROTECTED MATERIAL

When a Producing Party gives notice to Receiving Parties that certain inadvertently produced material is subject to a claim of privilege or other protection, the obligations of the Receiving Parties are those set forth in Federal Rule of Civil Procedure 26(b)(5)(B). This provision is not intended to modify whatever

1 procedure may be established in an e-discovery order that provides for production
2 without prior privilege review. Pursuant to Federal Rule of Evidence 502(d) and
3 (e), insofar as the parties reach an agreement on the effect of disclosure of a
4 communication or information covered by the attorney-client privilege or work
5 product protection, the parties may incorporate their agreement in the stipulated
6 protective order submitted to the court.

7 12. MISCELLANEOUS

8 12.1 Right to Further Relief. Nothing in this Order abridges the right of any
9 person to seek its modification by the Court in the future.

10 12.2 Right to Assert Other Objections. By stipulating to the entry of this
11 Protective Order no Party waives any right it otherwise would have to object to
12 disclosing or producing any information or item on any ground not addressed in this
13 Stipulated Protective Order. Similarly, no Party waives any right to object on any
14 ground to use in evidence of any of the material covered by this Protective Order.

15 12.3 Filing Protected Material. A Party that seeks to file under seal any
16 Protected Material must comply with Civil Local Rule 79-5. Protected Material may
17 only be filed under seal pursuant to a court order authorizing the sealing of the
18 specific Protected Material at issue. If a Party's request to file Protected Material
19 under seal is denied by the court, then the Receiving Party may file the information
20 in the public record unless otherwise instructed by the court.

21 13. FINAL DISPOSITION

22 After the final disposition of this Action, as defined in paragraph 4, within 60
23 days of a written request by the Designating Party, each Receiving Party must return
24 all Protected Material to the Producing Party or destroy such material. As used in
25 this subdivision, "all Protected Material" includes all copies, abstracts,
26 compilations, summaries, and any other format reproducing or capturing any of the
27 Protected Material. Whether the Protected Material is returned or destroyed, the
28 Receiving Party must submit a written certification to the Producing Party (and, if

not the same person or entity, to the Designating Party) by the 60 day deadline that (1) identifies (by category, where appropriate) all the Protected Material that was returned or destroyed and (2) affirms that the Receiving Party has not retained any copies, abstracts, compilations, summaries or any other format reproducing or capturing any of the Protected Material. Notwithstanding this provision, Counsel are entitled to retain an archival copy of all pleadings, motion papers, trial, deposition, and hearing transcripts, legal memoranda, correspondence, deposition and trial exhibits, expert reports, attorney work product, and consultant and expert work product, even if such materials contain Protected Material. Any such archival copies that contain or constitute Protected Material remain subject to this Protective Order as set forth in Section 4 (DURATION).

14. Any violation of this Order may be punished by any and all appropriate measures including, without limitation, contempt proceedings and/or monetary sanctions.

IT IS SO STIPULATED, THROUGH COUNSEL OF RECORD

Dated: May 13, 2024

BURKE, WILLIAMS & SORENSEN, LLP

By: /s/ Caylin W. Jones
 Nathan A. Oyster
 Caylin W. Jones
 Attorneys for Defendant
 COUNTY OF RIVERSIDE

1 Dated: May 13, 2024

MANNING & KASS

2 ELLROD, RAMIREZ, TRESTER LLP

3
4 By: /s/ Andrea K. Kornblau

5 Eugene P. Ramirez

6 Marisa Zarate

Andrea K. Kornblau

7 Attorneys for Defendants

8 CITY OF HEMET and OFFICER DYLAN

DETWILER

9
10 Dated: May 13, 2024

LAW OFFICES OF DALE K. GALIPO

11 LAW OFFICES OF GRECH & PACKER

12 By: /s/ Marcel Sincich

13 Dale K. Galipo

14 Trenton C. Packer

15 Marcel F. Sincich

Attorney for Plaintiff, KORON LOWE

16
17
18
19
20
21 FOR GOOD CAUSE SHOWN, IT IS SO ORDERED.

22
23 Dated: _____

24 HONORABLE SHASHI H. KEWALRAMANI

25 United States Magistrate Judge

EXHIBIT A

ACKNOWLEDGMENT AND AGREEMENT TO BE BOUND

I, _____ [print or type full name], of
 _____ [print or type full address], declare under penalty of perjury
 that I have read in its entirety and understand the Stipulated Protective Order that
 was issued by the United States District Court for the Central District of California
 on [date] in the case of *Lowe v. County of Riverside, et al.* Case No. 5:24-cv-00169
 SSS (SHKx). I agree to comply with and to be bound by all the terms of this
 Stipulated Protective Order and I understand and acknowledge that failure to so
 comply could expose me to sanctions and punishment in the nature of contempt. I
 solemnly promise that I will not disclose in any manner any information or item
 that is subject to this Stipulated Protective Order to any person or entity except in
 strict compliance with the provisions of this Order.

I further agree to submit to the jurisdiction of the United States District Court for
 the Central District of California for the purpose of enforcing the terms of this
 Stipulated Protective Order, even if such enforcement proceedings occur after
 termination of this action. I hereby appoint _____ [print
 or type full name] of _____ [print or type
 full address and telephone number] as my California agent for service of process in
 connection with this action or any proceedings related to enforcement of this
 Stipulated Protective Order.

Date: _____

City and State where sworn and signed: _____

Printed Name: _____

Signature: _____